

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

PROGRESSIVE ADVANCED
INSURANCE COMPANY

vs.

UNITED STATES OF AMERICA

No. 2:21-cv-34

CIVIL ACTION – COMPLAINT

1. Plaintiff is a business organization licensed and authorized to conduct business in the State of Ohio with a place of business located at 5920 Landerbrook Drive, Mayfield Heights, Ohio 44124.
2. Defendant, United States of America, by and through United States Customs and Border Protection, is located at P.O. Box 12445, Pittsburgh, Pennsylvania 15231.
3. Plaintiff brings this instant action pursuant to 28 U.S.C. Section 2401(b) and 39 C.F.R. 912.9(a) as a result of Defendant's administrative denial of Plaintiff's claim under the Federal Tort Claims Act.
4. Plaintiff issued a policy of motor vehicle insurance whereby Plaintiff agreed to insure the motor vehicle involved in this incident ("Insured Vehicle"), owned by Plaintiff's insured.
5. On or about February 13, 2019, the motor vehicle owned by Defendant and operated by Defendant's agent, servant, employee and/or workman did negligently, recklessly and/or carelessly collide with the Plaintiff Insured's vehicle at or near Interstate 376 and the Interstate 79 overpass, Robinson Township, Pennsylvania.

6. The negligence and/or carelessness of the Defendant by and through its agent, servant, workman and/or employee consisted of the following:

- a. Failing to have her motor vehicle under such control as the situation warranted;
- b. Operating her motor vehicle in complete disregard of the point and position of Plaintiff's vehicle;
- c. Failing to keep a proper lookout;
- d. Traveling too fast for conditions;
- e. Disregarding traffic control devices;
- f. Failing to abide by the Rules of the Road and the Motor Vehicle Code of Pennsylvania;
- g. Being otherwise negligent under the circumstances; and,
- h. Being negligent as a matter of law as may be relevant through discovery and/or at the time of trial.

7. As a direct and proximate result of Defendant's negligence, the Plaintiff Insured's vehicle sustained property damage and/or incurred rental charges in the total amount of \$10,226.79.

8. Pursuant to the insurance policy issued by Plaintiff and as a result of the aforesaid payment, Plaintiff became subrogated to the claim of its Insured against Defendant.

WHEREFORE, Plaintiff demands Judgment against Defendant in the amount of
\$10,226.79 plus interest and costs.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

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